IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.805 OF 2007
IN
SUIT NO.549 OF 2007

Kiran M. Mehta & Anr. ..Plaintiffs.

V/s.

Mansukhlal T. Vasa & Anr. ..Defendants.

Mr. J.S.Kini, Kailash More with Suresh Dubey for plaintiffs.

Mr.Rajiv Narula i/b. M/s. Basant Tilokani & Co. for defendant Nos. 1 and 2.

CORAM: A.M.KHANWILKAR,J

DATE : APRIL 16, 2007.

P.C. :

1. Counsel for the defendants states on instruction that the defendants will not create any third party right, title or interest of any nature, whatsoever in the suit premises. In other words, the defendants are willing to abide by the interim arrangement in terms of prayer clause (b) of the Motion except the bracketed portion. In view of this statement, Motion is disposed of in terms of prayer clause (b) except bracketed portion, which will now read thus:

> "b) That pending the hearing and final disposal of the suit this Hon'ble Court be pleased to pass a temporary order and

> injunction restraining the Defendants by himself or his servants, agents or hirelings from selling, transferring, alienating, encumbering, creating third party rights in any manner whatsoever in respect of said flat i.e. Flat being Flat No.101, First Floor, Niramal Bhavan, 14, Ansari Road, Vile Parle (W) Mumbai 400 056."

2. By way of interim arrangement, the plaintiffs were required to deposit Rs.62,25,000/-, which has already been deposited in this Court. That amount be invested in a fixed deposit scheme of Nationalised bank, initially for a period of five years, to be renewed from time to time.

3. Accordingly, Motion is disposed of on the above terms.

4. It is made clear that the statement made by the defendants to abide by interim arrangement during the pendency of the suit is without prejudice to the rights and contentions of the respective parties.